

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

Division of Procurement & Contracts MS-67

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

INTERNET <http://caltrans-opac.ca.gov>

August 30, 2006

**Addendum One To
Invitation For Bid
No. 04A2634**

Your attention is directed to the following in reference to the above-noted Invitation For Bid (IFB):

The Bid Proposal, Attachment 1, included in the original Invitation for Bid Solicitation package has been replaced by the attached Revised Attachment 1, Bid Proposal.

When submitting your bid for the above referenced Invitation for Bid, 04A2634, you must use the **REVISED – ATTACHMENT 1, BID PROPOSAL**.

Bids submitted on the original Attachment 1, Bid Proposal will be deemed non-responsive.

All other terms and conditions set forth in the IFB remain in full force and effect.

Sincerely,

Lindy K. Wilson
Service Contract Analyst

**ATTACHMENT 1
BID PROPOSAL**

Notice to Bidder: Do NOT submit any Published Rate Schedules (sheet) with bid. Submittal of a rate schedule or public published rate sheet may result in the rejection of your bid.

** Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll.

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (unit cost multiplied by estimated quantity)

A. Personnel

P01	Lead Technician / Supervisor	Hour	6300		
P02	Technician	Hour	4350		
P03	Operator / Driver	Hour	6900		
P04	**Laborer-PW	Hour	10		

The following items shall be **inclusive of the Hourly Rates** as applicable:

1. The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
2. All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's personnel rates.
3. Rates include all personal protective equipment (PPE) (level C and D), completion of quarterly reports, chain of custody, and incidentals required to test, identify, reduce contamination, and neutralize waste. Incidental materials include labels, manifests, packing absorbents, drum liners, and incidental testing materials. Tools and small testing equipment includes all incidental hazcat equipment, hand tools, hand truck, "Hudson style" compression sprayer, and forklift) to remove, transport and legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites otherwise designated by the Caltrans Contract Manager.
4. PPE, levels A and B shall be paid per Contractor's published rate sheet (in effect at time of work order) for non-emergency response.

B. Equipment

E01	1 ton truck or less (non-operated)	Hour	1800		
E02	Bobtail Truck (non-operated)	Hour	10		
E03	40 drum gear truck with lift gate (non-operated)	Hour	2400		
E04	Tractor and Trailer minimum 40ft. With lift gate (non-operated)	Hour	1860		
E05	Vacuum Truck (110-130 barrel capacity), (non-operated)	Hour	1500		
E06	Vacuum Truck (10-100 barrel capacity), (non-operated)	Hour	10		
E07	Positive Displacement Unit truck (i.e. Vactor truck), (non-operated)	Hour	10		
E08	Single bin transport truck, (non-operated)	Hour	600		
E09	Dual bin transport truck, (non-operated)	Hour	3900		
E10	Water Truck (min. 1,000 gal capacity), (non-operated)	Hour	10		
E11	Pressure Washer (500-3,000 psi) (non-operated)	Hour	10		
			A+B = Subtotal Cost (Column F, Page 1)		

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Est. Quantity	Unit Cost Cost is per unit of measure)	Total Amount (unit cost multiplied by estimated quantity)

C. Materials

M01	Metal drum 55 gallons (new or reconditioned)	Each	4200		
M02	Metal drum 85 gallons overpac	Each	120		
M03	Tri-wall containers	Each	120		
M04	Poly drums, 5 gallons	Each	1		
M05	Poly drums, 30 gallons	Each	600		
M06	Poly drums, 55 gallons	Each	300		
M07	Stericycle 1 Qrt Sharps Containers (mail back)	Each	1		
M08	Stericycle 1 Gal Sharps Containers (mail back)	Each	1		
M09	20 Cubic Yard Bins (covered/tarp)	21 Bins per month	36		
M10	40 Cubic Yard Bins (covered/tarp)	1 Bin per month	36		

D. Incidentals*

I01	Disposal Fee	actual costs	\$600,000.00	\$600,000.00
I02	Per Diem	actual costs	\$3,000.00	\$3,000.00
I03	Lab and incidental (per exhibit B, section 6) Costs	actual costs	\$3,000.00	\$3,000.00

*Contractor will be reimbursed for the actual costs as noted in I01-I03 (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs.

- (1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- (2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

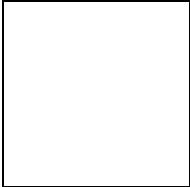
C+D = Subtotal Cost (Column F, Page 2)

TOTAL COST (A - D Subtotals)

The following is the Table of Contents for the Internet Bid Package documents.

04a2634a.doc	IFB Solicitation, 23 pages
04a2634b.doc	Standard Agreement , 33 pages
04a2634c.doc	DVBE Participation Forms, 16 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 04A2634	
	Bid Due Date: 10/5/06 Bid Due Time: 2:15 P.M. Bid Opening Time: 2:30 P.M. Attn: Lindy K. Wilson	
Department of Transportation, MS-65 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006		

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TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

8/25/06

**INVITATION FOR BID (IFB)
IFB # 04A2634
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 04A2436 – Hazardous and Regulated Waste Removal. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: (916) 227-6090

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Lindy K. Wilson
Department of Transportation
(916) 227-6053
(916) 227-6007

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Lindy K. Wilson
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 8 (Exhibit A)**.

Contractor agrees to provide pickup, removal, clean up and disposal services of hazardous waste, environmentally regulated waste, and lab packed waste to the Department of Transportation (Department or Caltrans) in District 4.

B) Bidder's Minimum Qualifications

1. Laboratories performing chemical analyses shall be certified by the California Department of Health Services Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific laboratory test. For specific test methods not as yet certified by DHS-ELAP, the laboratory may perform laboratory analysis only if presently certified by DHS-ELAP for comparable test methods, or if currently certified as a US EPA Contract laboratory.
2. Contractor or Contractor's employees must have knowledge of the employer's safety and health program, Personal Protective Equipment (PPE) program, spill containment program, and health hazard monitoring procedures and techniques.
3. Contractor or Contractor's employees must have the required skills and knowledge of proper use procedures for dealing with sampling and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment and or confinement operations.
4. Contractor or Contractor's employees must perform hazardous waste cleanup operations in industrial settings; have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall comply with the California Occupational Safety and Health Administration (Cal-OSHA) training requirements. 8 CCR 5192. Operators shall possess a valid commercial driver's license of the appropriate class and comply with Section 15250 and Section 31560 of the California Vehicle Code (CVC).

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	8/25/06	
Written Question Submittal	9/15/06	
Final Date and Time for Bid Submission	10/5/06	2:15PM
Bid Opening	10/5/06	2:30PM

2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 9/15/06.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 04A2634. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6007

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Lindy K. Wilson
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. State Prevailing Wages

State General Prevailing Wage Rates will apply for District 4 as described in the attached Proposed Form of Agreement (Attachment 8). Copies of the predetermined general prevailing wage rates set by the Director of Industrial Relations may be obtained by contacting Susan Samandian, Labor Compliance Officer, District 4, Phone (510) 286-5185. Copies may also be obtained via the Internet: <http://www.dir.ca.gov>.

6. Motor Carrier Permit

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper licensing requirements are met. An invalid license/permit will result in rejection of the bid. Positive verification of a valid permit issued by the DMV will be performed by Caltrans. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

7. Contractor License

Contractor shall be properly licensed, registered and/or certified and shall conform to all State, Local, and Federal laws and regulations. This includes, but is not limited to

1. California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), Hazardous Waste Transporter Registration (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.
2. Hazardous Material Certificate of Registration (US Department of Transportation (DOT), Title 49, Code of Federal Regulations (CFR), Part 107, Subpart G).
3. California Department of Motor Vehicle (DMV) Motor Carrier Permit, CVC, Section 34601.
4. California Integrated Waste Management Board (CIWMB) Waste Tire Hauler Registration.
5. Transporter EPA ID (Section 3010 of the Resource Conservation and Recovery Act).

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish his/her portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

8. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of

notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 8, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

9. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 04A2634

IFB Name: Hazardous and Regulated Waste Removal

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 6, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it

to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 5**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The**

State's General Terms and Conditions (GTC) are not negotiable. The **GTC 306** may be viewed at Internet site
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

10. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The final selection will be made on the basis of the lowest responsible responsive bid meeting the specifications. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

11. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Analyst 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6046 or 227-6335 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

12. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.

e.) No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 5 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 5).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 4, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 4). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

2. Disabled Veteran Business Enterprises (DVBE)

The goal is 3%. See Attachment 7 to complete the required forms and for further detailed information concerning DVBE requirements; complete Section 16,

Attachment 3 (Bid/Bidder Certification Sheet); and, attach a copy of your certification. This project is subject to Public Contract Code 10115, et seq. which requires State funded contracts to have a participation goals of 3% for DVBE, expressed as percentages of the total dollar value of the contract for DVBEs participating in this contract. These goals apply to the overall contract dollar amount expended each year by the Department of Transportation. Failure to provide detailed cost breakdowns and any required DVBE information in the Cost Proposal **will be cause for rejection** of the proposal.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

ATTACHMENT 1 BID PROPOSAL

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Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (unit cost multiplied by estimated quantity)

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P01	Lead Technician / Supervisor	Hour	6300		
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1. The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
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4. PPE, levels A and B shall be paid per Contractor's published rate sheet (in effect at time of work order) for non-emergency response.

B. Equipment

E01	1 ton truck or less (non-operated)	Hour	1800		
E02	Bobtail Truck (non-operated)	Hour	10		
E03	40 drum gear truck with lift gate (non-operated)	Hour	2400		
E04	Tractor and Trailer minimum 40ft. With lift gate (non-operated)	Hour	1860		
E05	Vacuum Truck (110-130 barrel capacity), **Operator/Driver-PW	Hour	1500		
E06	Vacuum Truck (10-100 barrel capacity), **Operator/Driver-PW	Hour	10		
E07	Positive Displacement Unit truck (i.e. Vactor truck), **Operator/Driver-PW	Hour	10		
E08	Single bin transport truck, Operated	Hour	600		
E09	Dual bin transport truck, Operated	Hour	3900		
E10	Water Truck (min. 1,000 gal capacity), Operated	Hour	10		
E11	Pressure Washer (500-3,000 psi) (non-operated)	Hour	10		
				A+B = Subtotal Cost (Column F, Page 1)	

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Est. Quantity	Unit Cost Cost is per unit of measure)	Total Amount (unit cost multiplied by estimated quantity)

C. Materials

M01	Metal drum 55 gallons (new or reconditioned)	Each	4200		
M02	Metal drum 85 gallons overpac	Each	120		
M03	Tri-wall containers	Each	120		
M04	Poly drums, 5 gallons	Each	1		
M05	Poly drums, 30 gallons	Each	600		
M06	Poly drums, 55 gallons	Each	300		
M07	Stericycle 1 Qrt Sharps Containers (mail back)	Each	1		
M08	Stericycle 1 Gal Sharps Containers (mail back)	Each	1		
M09	20 Cubic Yard Bins (covered/tarp)	21 Bins per month	36		
M10	40 Cubic Yard Bins (covered/tarp)	1 Bin per month	36		

D. Incidentals*

I01	Disposal Fee	actual costs	\$600,000.00	\$600,000.00
I02	Per Diem	actual costs	\$3,000.00	\$3,000.00
I03	Lab and incidental (per exhibit B, section 6) Costs	actual costs	\$3,000.00	\$3,000.00

*Contractor will be reimbursed for the actual costs as noted in I01-I03 (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs.

- (1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- (2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

C+D = Subtotal Cost (Column F, Page 2)	
TOTAL COST (A - D Subtotals)	

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

I. CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment 3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

SUBCONTRACTING PROVISIONS/LIST

Form ADM 1511 (REV. 2/99)

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*
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*List each subcontractor in accordance with the "SUBCONTRACTING PROVISIONS" of this contract including any Disabled Veteran subcontractor.

*If none, bidder to write "NONE" in this space.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS
ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

ATTACHMENT 4

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS	
CONTACT PERSON	BUSINESS PHONE ()	
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER	DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ATTACHMENT 5
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 6
Invitation for Bid 04A2634

ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal
_____ Attachment 2	Contractor Certification Clauses (CCC 1005). The CCC 1005 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	ADM-1511, Subcontracting Provisions/List
_____ Attachment 4	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 5	Bid/Bidder Certification Sheet
_____ Attachment 6	Attachment Checklist
_____ Attachment 7	Disabled Veteran Business Enterprise (DVBE) Participation Forms: STD. 840, DVBE Participation Goals and Verification and STD. 840A, DVBE Good Faith Effort Documentation , and all necessary attachments.
_____ Attachment 8	

ATTACHMENT #8
Sample Standard Agreement

AGREEMENT NUMBER
04A2634
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

Note to Bidders:

The following pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

2. The term of this Agreement is: through



3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	8 Pages
Exhibit B – Budget Detail and Payment Provisions	9 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 306)	
Exhibit D - Special Terms and Conditions	6 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 - Bid Proposal	Pages
Attachment 2 – District Maintenance Facilities	Pages
Attachment 3 Subcontractor List	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	DATE SIGNED (Do not type)
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
Department of Transportation (Department)	
BY (Authorized Signature)	DATE SIGNED (Do not type)
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide pickup, removal, clean up and disposal services of hazardous waste, environmentally regulated waste, and lab packed waste to the Department of Transportation (Department or Caltrans) as described herein:
 - A. Work under this Agreement may include hazardous waste assessment, identification and characterization of stored hazardous waste by the Contractor in advance of pickup and subsequent disposal. Contractor shall furnish all labor, equipment, and materials required to test, identify, reduce contamination, neutralize waste and to remove, transport legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites designated within **District 4** (Attachment 2), by the Caltrans Contract Manager. Labor shall include all Personal Protective Equipment (PPE) (levels C and D), completion of quarterly reports, and chain of custody. Materials shall include all labels, manifests, packing absorbents, drum liners, and incidental testing materials. Equipment shall include all incidental hazcat equipment, hand tools, hand truck, "Hudson style" compression sprayer, and forklift.
 - B. Caltrans' waste includes, but is not limited to, hazardous waste, non-hazardous waste, environmentally regulated waste, universal and biological waste, which may be containerized or stockpiled. Waste may also include petroleum based asphalt; soil/absorbent contaminated with oil, diesel or gasoline; waste from asphalt tanks, wash rack clarifiers, hydraulic hoist pits, kettles, used motor oil; paints; mercury vapor lighting tubes; waste tires/rubber; PCBs, treated wood waste, fusees/flares and used batteries. The Caltrans Contract Manager may determine other hazardous waste or environmentally regulated waste that will be handled under the terms of this Agreement.
 - C. Contractor shall, throughout the terms of this Agreement, maintain all applicable California and Federal: licenses, endorsements, registrations, identification numbers and permits for the removal, transport and/or storage of hazardous and regulated materials as described herein.
2. The services shall be performed at the specified Caltrans facilities in the District 4 area (Attachment 2).
3. This Agreement shall begin on **TBD** , contingent upon approval by the State, and expire on **TBD**, unless extended by amendment.
4. Work Schedule and Hours:
 - A. Contractor shall provide pick up, removal, clean up and disposal services on an on-call basis as determined necessary by the Caltrans Contract Manager. Services shall be provided within five (5) working days of the notification and issuance of work order. When waste or sump operations impact public health, safety or welfare, upon notice by

EXHIBIT A
Standard Agreement

the Contract Manager, the Contractor shall provide services within 24 hours. Unless otherwise authorized in writing by the Caltrans Contract Manager, the Contractor may not change the period for commencing assigned services.

- B. Services will be rendered through the issuance of work orders. No work order will be written which extends beyond the expiration date of this Agreement. Each work order will identify the scope of services, deliverables, performance period, schedule, and cost pursuant to the rates in Attachment 1. No payment will be made for any work order before completion of all work assigned under the work order and approval of the work by the Caltrans Contract Manager.
- C. Should the Contract Manager determine that the work has not been completed to his/her satisfaction, the Contractor shall correct the work at the its sole expense.
- D. Contractor shall provide said services during normal work hours between the hours of 6:30 A.M. and 4:00 P.M., Monday through Friday except designated legal holidays listed in Section C (3) below, unless authorized by the Caltrans Contract Manager. The Contractor shall notify the Caltrans Contract Manager, of the scheduled pick-up at least 48-hours prior to providing the pick-up services.

5. Overtime:

- 1.) All overtime shall be authorized in writing by the Caltrans Contract Manager prior to start of work. Overtime is defined as any time worked over eight (8) hours in a day. The Contractor shall provide the Caltrans Contract Manager with documentation substantiating any legal exceptions or revisions to this definition of overtime. Refer to Exhibit B, Section 5 for overtime wage rates.
- 2.) As requested by the Caltrans Contract Manager, the Contractor shall be required to work overtime on Sunday or designated legal holidays. Refer to Exhibit B, Section 5 for overtime wage rates.
- 3.) Designated legal holidays* are as follows:

New Years Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 th
President's Birthday	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	October 12 th
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday and Friday in November
Christmas Day	December 25 th

* When a holiday falls on a Sunday, it is observed the following Monday.

EXHIBIT A
Standard Agreement

6. Inquiries during the term of this Agreement will be directed to the project representatives identified below:

Department of Transportation	Contractor:
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

The term "Caltrans Contract Manager" applies to the above referenced individual and/or his or her designee.

7. Detailed description of work to be performed and duties of all parties:

A. Worker Classification /Specifications/Responsibilities. Contractor's employees shall comply with California Occupational Safety and Health Administration (Cal-OSHA) training requirements per California Code of Regulations (CCR), Title 8, section 5192 [8 CCR 5192].

- 1.) **Lead Technician/Supervisor:** Provide on-site supervision of Contractor's employees engaged in hazardous waste operations. Must have knowledge of the employer's safety and health program, PPE, spill containment program, and health hazard monitoring procedures and techniques. Lead Technician/Supervisor shall comply with California Code of Regulations (CCR), Title 8, section 5192 [8 CCR 5192] and Code of Federal Regulations (CFR), Title 29, Section 1910.12 (e)(4) [29 CFR 1910.12 (e)(4)].
- 2.) **Technician:** Require skills and knowledge of proper use procedures for dealing with sample and testing instruments and equipment, specialized PPE, and techniques for advanced control, containment and or confinement operations.
- 3.) **Operator/Driver:** Perform hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, transport, and dispose of hazardous materials. Operators shall possess a valid commercial driver's license of the appropriate class and comply with California Vehicle Code (CVC), sections 15250 and 31560.
- 4.) **Operator/Driver-PW (Prevailing Wage):** Perform sump hazardous waste cleanup operations in industrial settings. Have skills and knowledge to safely and effectively contain, clean up, transport, dispose of hazardous materials and meet the requirements of a Lead Technician/Supervisor as described above [Exhibit A, Section 6(A)(1)] Operators shall possess a valid commercial driver's license of the appropriate class and comply with California Vehicle Code (CVC), sections 15250

EXHIBIT A
Standard Agreement

and 31560. Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll.

- 5.) **Laborer-PW** (Prevailing Wage): Under the direction of Operator/Driver-PW, the laborer-PW shall assist the Operator/Driver-PW when performing hazardous waste cleanup operations in industrial settings. Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll.

B. Sump Cleaning

- 1.) Contractor shall supply a vacuum truck/tanker (110-130 barrel capacity) or a Positive Displacement Unit (PDU) truck (i.e. vacor truck) as requested by the Caltrans Contract Manager. The PDU or vacuum truck shall have the capability to clean the sumps of all materials, (water and sludge) and be transported in either the PDU or vacuum truck for disposal. Contractor shall provide all materials and tools sufficient to clean sumps at Caltrans facilities. This shall include regular floor sumps, sand traps, roadway sumps, grease sumps and lube rack sumps. Cleaning sumps shall consist of all and any on-site work. Contractor will have the ability to provide smaller vacuum trucks (10-100 barrel capacity) if requested by the Caltrans Contract Manager. Contractor shall also be responsible for the hauling and disposal of the contents to an appropriate disposal facility approved by the Caltrans Contract Manager. Contractor shall provide services on an as-needed basis for the period of the Agreement.
- 2.) Where sump-cleaning operations can be performed with a single person, Contractor shall provide an Operator/Driver-PW. When requested by the Caltrans Contract Manager, Contractor shall provide a Laborer(s)-PW to assist the Operator/Driver-PW in cleaning operations. Prevailing wage is required. Contractor will be paid per bid rate for Operator/Driver-PW and Laborer-PW (refer to Exhibit B, Section 13).
- 3.) Contractor shall comply with all applicable State and Federal regulations for worker and public safety and will retain responsibility for compliance with guidelines and appropriate regulatory agencies.

C. Sample and Testing

- 1.) Sampling and sample management shall be in accordance with the sampling, planning, methodology and equipment and the sample processing, documentation and custody procedures specified in CCR, Title 22, Division 4.5, Chapter 11, Article 3: Characteristics of Hazardous Waste, Section 66261.20 [22 CCR 66261.20].
- 2.) Refer to Exhibit B, section 1 (D), Invoicing and Payment and Attachment 1, Contractor Bid Proposal for invoicing and rates.
- 3.) In the event sampling and testing are required to determine the appropriate handling and disposal methods, the following shall apply.

EXHIBIT A
Standard Agreement

- a.) Any sampling and testing shall be approved and coordinated by the Caltrans Contract Manager.
- b.) Sampling and management of waste samples shall comply with local regulatory requirements, if any.
- c.) California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), shall certify each laboratory that performs hazardous waste analysis for the specific hazardous waste analysis performed. Laboratories not certified shall not perform hazardous waste testing.
- d.) For each sample taken, the laboratory test result shall list the test methods used and limits of detection.
- e.) The laboratory that performs hazardous waste analysis shall store the samples for a minimum of ninety (90) calendar days.

D. Roadside Biohazard Waste Cleanup

- 1.) Contractor will provide containment, removal and sanitization operations at roadside facilities for biowaste cleanup.
- 2.) Contractor shall provide all necessary equipment to remove small containers, transfer waste into bulk packaging, and dispose of waste in the most economical method. Once biowaste is removed, all contaminated surface areas shall be cleaned and sprayed with disinfectant as directed by the Caltrans Contract Manager. Equipment required to perform biowaste cleanup operations may include: transport truck, pressure washer, water truck, "Hudson style" compression sprayer, waste containers and hypochlorite solution.

E. Bird Droppings

- 1.) This job consists of cleaning bird droppings off the bridge structures, buildings, or off the ground as directed by the Caltrans Contract Manager.
- 2.) Contractor shall supply all necessary equipment and supplies to power wash the droppings off the building or structure, collecting the waste water and droppings, and disposing of the waste water and droppings.

8. Special Provisions

- A. Waste removal work involves identifying, pre-treating, and waste analysis through lab testing and profiling waste container collections, lab packs, facility sump cleaning, transporting and disposing of containerized regulated and hazardous waste substances from pump stations, brake check areas, and maintenance facilities. Contractor may be requested to provide written estimates/quotations for anticipated third party lab analysis and waste disposal projects prior to scheduling of work.
- B. Lead Technician/Supervisor/Operator/Driver or Operator/Driver-PW may, if authorized by the Caltrans Contract Manager, work ahead of the waste container/sump-cleaning

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collectors to prepare the waste by taking samples and getting a waste removal plan developed through lab analysis. Waste collections are then scheduled with written approval of the Caltrans Contract Manager.

- C. Waste collections must be handled by a hazardous waste trained employee who has had proper training as defined in 8 CCR 5192. An Operator/Driver performs duties such as picking up containerized wastes in drums, bins or by a vacuum truck operation.
- D. Where larger jobs are involved, personnel may be required to perform multiple job duties. Contractor will be compensated for the actual duties performed by the employee. These combined operations, as well as all work must be expressly pre-approved by the Caltrans Contract Manager.
- E. Contractor shall comply with all Federal, State and local agency requirements for disposal of hazardous waste material, universal waste, recycled wastes, bio-waste, treated wood wastes and waste tires/rubber.
 - 1.) Contractor will provide 20-yard and/or 40-yard bins to be placed at designated Caltrans facilities for collection of such materials at the request of the Caltrans Contract Manager. When the Contractor picks up a loaded bin for disposal it shall be replaced in kind with another empty bin at that time.
 - 2.) Contractor may be requested by the Caltrans Contract Manager to provide appropriate biological waste mail-in containers suitable for storage, transport and disposal.
- F. Caltrans Contract Manager will provide to Contractor a list of EPA Waste Generator Identification Numbers as appropriate.
- G. Laboratories performing chemical analyses shall be certified by the California Department of Health Services Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific laboratory test. For specific test methods not as yet certified by DHS-ELAP, the laboratory may perform laboratory analysis only if presently certified by DHS-ELAP for comparable test methods, or if currently certified as a US EPA Contract laboratory. The Contractor is responsible for transportation, preservation, appropriate containers, labels, and chain of custody. Refer to Exhibit A, section 8, Sample and Testing, for additional information.
- H. Contractor shall provide and review all information necessary for completing a Uniform Hazardous Waste Manifest and give generator copies to the Caltrans representative at the site. The onsite Caltrans representative shall sign all Uniform Hazardous Waste Manifests prior to transporting waste off Caltrans property. In addition, Contractor shall use the modified manifesting procedure, when appropriate, for other wastes, such as waste oil.

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I. Travel

- 1.) Overnight travel may be required under this Agreement. The Caltrans Contract Manager must pre-approve travel in writing. Refer to Exhibit B, Section 1(F), Invoicing and Payment. If Prevailing Wage is required, refer to Exhibit B, Section 8 (c).
- 2.) Contractor will be compensated for work when Contractor's personnel and equipment arrive at the initial work site and ends with departure of the final Caltrans work site. Additional time will be allowed to transport waste materials from final Caltrans work site to designated approved disposal facilities and ends with departure from approved disposal facility. Refer to Exhibit B, Section 1(G) and Section 5(B); Attachment 1, Bid Proposal.
- 3.) Waste from non-Caltrans facilities shall not be commingled with Caltrans waste during pick-up unless pre-approved by the Caltrans Contract Manager. Contractor may transport Caltrans waste with that of a non-Caltrans waste, only with the prior approval in writing by the Caltrans Contract Manager. If this occurs, cost for labor, equipment, transport and disposal shall be prorated between Caltrans and the non-Caltrans facility.
- 4.) The Caltrans Contract Manager will establish a travel pick up schedule to be followed by Contractor to minimize travel costs to the State and to assure access to the facility for waste removal operations.

J. Subcontractors: Contractor's list of sub-contractors (Attachment 3), approved by the Caltrans Contract Manager, are herein included in this Agreement by the conditions set forth in this Agreement. Refer to Exhibit D, section 2, Subcontractors and section 7, DVBE participation.

K. Recycle Facilities: Contractor will also provide a listing of recycle facilities approved and in compliance with the California Waste Exchange and California Integrated Waste Management Board (CIWMB), herein included in this Agreement that will be proposed for use in the course of waste disposal within the contract area. The Caltrans Contract Manager shall direct actual disposal locations. Additional recycle and disposal facilities proposed by the Contractor may be added or deleted at the Caltrans Contract Manager's discretion. The Caltrans Contract Manager will provide written notice of any such changes to the Contractor within 48 hours. Contractor may be asked to provide written quotations from treatment, storage and disposal facilities (TSDF) and recycle facilities for cost comparison.

L. Contractor shall provide requested equipment, materials, vehicles and staff (properly equipped and trained), and must be capable of hauling/transporting as described herein (also refer to Attachment 1, Bid Proposal). All equipment shall be fully operational and maintained. No other charges shall be allowed unless pre-authorized in writing by the Caltrans Contract Manager.

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- M. Contractor's methods will be monitored on an on-going basis to ensure the most economical methods are being utilized. Contractor may be requested to furnish to the Caltrans Contract Manager, a quarterly report of expenditures, quantities of waste categorized by CAL/EPA waste stream codes, per site. Quarterly report format shall be subject to approval by the Caltrans Contract Manager.
- N. The Contractor and subcontractor(s) are subject to announced and /or unannounced inspections of their operations, records and facilities by the State to verify contract compliance. This does not relieve the Contractor of their responsibility to ensure proper contract compliance by their own inspections or other means. The Contractor may be asked to provide, to the Caltrans Contract Manager, copies of any federal, state or local government inspections pertaining to the Contractor's operations.
- O. Personal Protective Equipment (PPE) and Training Requirements
 - 1.) Contractor will conform to 8 CCR 5192 and all Cal-OSHA regulations. Contractor will assure that their employees performing the requirements of this Contract shall comply with employee safety regulations for the class of chemicals involved at all times. Employees performing work under this contract shall, upon request by the Caltrans Contract Manager, show proof of training showing what work the employee can perform.
 - 2.) The Contractor shall provide all necessary PPE to their employees. Refer to Exhibit B, section 1(E) and Attachment 1, Bid Proposal for costs.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Contract Manager, and upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement.
- B. For Sump work orders only, the Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each sump work order invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- C. Itemized invoices shall include
 - 1.) Agreement Number
 - 2.) Approved work order
 - 3.) Itemized description of all charges (includes item numbers as noted in Attachment I)
 - 4.) All manifest numbers related to the particular invoice, and
 - 5.) One (1) invoice shall be issued per work order (includes all costs for the assigned work i.e., labor, equipment, materials and incidentals)
 - 6.) All sump work orders shall be invoiced separately. Labor costs shall include employee names and the Department of Industrial Relations (DIR) craft/classification and all other costs for the assigned work (i.e., labor, equipment, materials and incidentals)
- D. The State shall not be required to pay invoices that do not contain all the required information and documentation or for work that is not satisfactorily completed and approved by the Contract Manager. Such invoices shall be returned to the Contractor for correction unapproved and unpaid.
- E. The itemized invoice shall be signed and submitted in triplicate not more frequently than monthly in arrears, of the on-call service, to:
 - Department of Transportation
 - Office/Unit Name, MS Number
 - Attention: Contract Manager's Name
 - Street Address/P.O. Box
 - City, CA Zip Code
- F. Contractor shall be paid for labor and vehicles required to obtain samples and deliver or ship it to a lab. Lab analysis will be paid for at cost, with no mark up. Lab

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invoice will be attached to Contractor's invoice. The labor and vehicles will be on this same invoice.

- G. If Level A and B, PPE is required (8 CCR 5192) and all Cal-OSHA regulations, Contractor shall be reimbursed at the rate listed in the Contractor's current published rate sheet for non-emergency response. Contractor will not be reimbursed unless prior written approval has been obtained from the Caltrans Contract Manager.
- H. Contractor shall submit receipts of actual costs for lodging and meals when state rate is claimed. Charges for per diem (lodging and meals only) shall not exceed rates authorized to be paid to State employees under current State Department of Personnel Administration rules. Duplicate copies of itemized travel expense receipts shall be submitted for verification and reimbursement. No additional markup or surcharges will be allowed on travel costs.
(<http://www.dot.ca.gov/hq/asc/travel/index.htm>). For sump work, where Prevailing Wages are required, the Contractor's employee may choose to be paid per Exhibit B, Section 8 (c) instead of this rate. The Contractor's employee may not be paid both. Contractor will be reimbursed based on the employee's payment.
- I. Contractor will be paid an hourly rate for transport of waste from the final Caltrans work site to designated TSDF. Departure at designated TSDF terminates hourly rate.
- J. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed .
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or his/her designee.

5. Rates

- A. Rates for these services may be found on Attachment 1, Bid Proposal, of this Agreement.
- B. Hourly rates for Contractor's personnel and equipment will begin when they arrive at the initial Caltrans work site and end when they leave the final Caltrans work site. Additional time will be allowed to transport waste materials from final work site to designated, approved TSDf. Refer to Exhibit B Section 1(G).
- C. All overtime shall be authorized in writing by the Caltrans Contract Manager prior to start of work. Overtime is defined as any time worked over eight (8) hours in a day. An overtime wage rate of time and one half of the employee's bid rate on Attachment 1, Bid Proposal, will be paid for any authorized overtime worked over eight (8) hours a day for Caltrans. The Contractor shall provide the Caltrans Contract Manager with documentation substantiating any exceptions or revisions to this definition of overtime.
- D. As requested by the Caltrans Contract Manager, the Contractor shall be required to work overtime on Sunday or designated legal holidays. The Contractor will be compensated an overtime wage rate of double the applicable bid rate on Attachment 1, Bid Proposal, Section A, Personnel.

6. Materials/Supplies

The Contractor will be reimbursed for materials/supplies that are not covered in Exhibit A, section 1(A) or Attachment 1, Bid Proposal. Actual costs will be reimbursed for these materials/supplies, purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit.

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Cost of materials/supplies is to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

8. Inclusive Costs

- A. The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's rates or as specified in Exhibit B, Section 6.
- C. Where prevailing wage requirements apply, Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>. If Contractor's employee chooses to be paid actual costs for lodging and meal compensation per State rates, the employee must comply with (Exhibit B, Section 1 (F)). Contractor's employee may not be paid both.

9. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
 - 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a.) The information contained in the payroll record is true and correct.

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- b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2.) The payroll records, enumerated under paragraph (1) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is

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not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the

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Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.

- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
 - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

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- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11.State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

12.State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate

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determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached.

13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Employment of Apprentices

- A. Where either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The Contractor shall perform at least 51 percent of the work contemplated with resources available within its own organization. No portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Contractor's subcontractor list, Attachment 3.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

3. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.

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- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to Contractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

5. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.

6. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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7. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)

- A The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this contract, and are identified on the STD. 840 DVBE Participation Goals and Verification attached to and made a part hereof.
- B The following goals are the Contractor's commitment set forth in this contract based upon the estimated total dollar amount to be expended*

(3%) of work for DVBE(s)

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change.

- C Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Caltrans Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Department.
- D At a minimum, the Contractor's substitution request must include:
- 1) A written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE subcontractor is proposed for use;
 - 2) The Contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 - 3) A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substitute firm will perform.
- E. **Prior** to the approval of the prime Contractor's substitution request, the **Caltrans Contract Manager** must give written notice to subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Contracts office. The notice must:
- 1) Give the reason the prime Contractor is requesting substitution of the listed subcontractor;
 - 2) Give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the Caltrans Contract Manager;
 - 3) Notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and

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- 4) The notice shall be served by certified or registered mail to the last known address of the listed subcontractor.
- F. If written objections are filed by the listed Contractor, the Contract's Office will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime Contractor's request for substitution.
- G. Department may consent to the substitution of another subcontractor in any of the following situations:
- 1) When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime Contractor.
 - 2) When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) When the listed subcontractor fails or refuses to perform his or her subcontract.
 - 4) When the listed subcontractor fails or refuses to meet the bond requirements, if any of the prime Contractor.
 - 5) When the prime Contractor demonstrates to the Department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - 6) When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) When the Department or the Caltrans Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, contract requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and the state's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. Of the Public Contract Code) or any other contract requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the contract may be cause for contract termination and recovery of damages under the rights and remedies due the state.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.

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- J. The Contractor shall maintain records of all subcontracts entered into with DVBE subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

8. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.

9. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Department will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

10. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect

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those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

11. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

12. Equipment Indemnification

- A. The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

EXHIBIT E
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1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.

1. Commercial General Liability

- a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

2. Automobile Liability

- a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000.00** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

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3. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

4. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000.00** per occurrence and an annual aggregate amount of **\$2,000,000** per year shall be provided.

2. License and Registration Requirements

Contractor shall be properly licensed, registered and/or certified and shall conform to all State, Local, and Federal laws and regulations. This includes, but is not limited to

- A. California Environmental Protection Agency (Cal/EPA), Department of Toxic Substances Control (DTSC), Hazardous Waste Transporter Registration (Chapter 6.5, Division 20 Health and Safety Code (H&SC) and CCR, Title 22, Division 4.5.
- B. Hazardous Material Certificate of Registration (US Department of Transportation (DOT), Title 49, Code of Federal Regulations (CFR), Part 107, Subpart G)
- C. California Department of Motor Vehicle (DMV) Motor Carrier Permit, CVC, Section 34601.
- D. California Integrated Waste Management Board (CIWMB) Waste Tire Hauler Registration
- E. Transporter EPA ID (Section 3010 of the Resource Conservation and Recovery Act)

3. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
 - 1.) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).

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- 2.) The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
- 3.) Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.

4. Equipment Rental Provisions

- A. The State shall not be responsible for loss or damage to the rental equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss are restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees or agents.
- B. Contractor shall maintain the equipment in good working order and make all necessary repairs and adjustments. The Contractor will be given full and adequate access to the equipment at reasonable times for this purpose. The State reserves the right to terminate this Agreement or to cease payment of rent if the Contractor fails to maintain the equipment properly.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ATTACHMENT 1 BID PROPOSAL

Notice to Bidder: Do NOT submit any Published Rate Schedules (sheet) with bid. Submittal of a rate schedule or public published rate sheet may result in the rejection of your bid.

** Contractor shall ascertain the appropriate DIR craft/classification prevailing wage rate listed on certified payroll.

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Amount (unit cost multiplied by estimated quantity)

A. Personnel

P01	Lead Technician / Supervisor	Hour	6300		
P02	Technician	Hour	4350		
P03	Operator / Driver	Hour	6900		
P04	**Laborer-PW	Hour	10		

The following items shall be **inclusive of the Hourly Rates** as applicable:

- The cost of employer payments to or on behalf of employees, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's personnel rates.
- Rates include all personal protective equipment (PPE) (level C and D), completion of quarterly reports, chain of custody, and incidentals required to test, identify, reduce contamination, and neutralize waste. Incidental materials include labels, manifests, packing absorbents, drum liners, and incidental testing materials. Tools and small testing equipment includes all incidental hazcat equipment, hand tools, hand truck, "Hudson style" compression sprayer, and forklift) to remove, transport and legally dispose of waste substances and other materials generated at Caltrans maintenance facilities or sites otherwise designated by the Caltrans Contract Manager.
- PPE, levels A and B shall be paid per Contractor's published rate sheet (in effect at time of work order) for non-emergency response.

B. Equipment

E01	1 ton truck or less (non-operated)	Hour	1800		
E02	Bobtail Truck (non-operated)	Hour	10		
E03	40 drum gear truck with lift gate (non-operated)	Hour	2400		
E04	Tractor and Trailer minimum 40ft. With lift gate (non-operated)	Hour	1860		
E05	Vacuum Truck (110-130 barrel capacity), **Operator/Driver-PW	Hour	1500		
E06	Vacuum Truck (10-100 barrel capacity), **Operator/Driver-PW	Hour	10		
E07	Positive Displacement Unit truck (i.e. Vactor truck), **Operator/Driver-PW	Hour	10		
E08	Single bin transport truck, Operated	Hour	600		
E09	Dual bin transport truck, Operated	Hour	3900		
E10	Water Truck (min. 1,000 gal capacity), Operated	Hour	10		
E11	Pressure Washer (500-3,000 psi) (non-operated)	Hour	10		
			A+B = Subtotal Cost (Column F, Page 1)		

ATTACHMENT 1 BID PROPOSAL

Column A	Column B	Column C	Column D	Column E	Column F
Item Number	Item Description	Unit of Measure	Est. Quantity	Unit Cost Cost is per unit of measure)	Total Amount (unit cost multiplied by estimated quantity)

C. Materials

M01	Metal drum 55 gallons (new or reconditioned)	Each	4200		
M02	Metal drum 85 gallons overpac	Each	120		
M03	Tri-wall containers	Each	120		
M04	Poly drums, 5 gallons	Each	1		
M05	Poly drums, 30 gallons	Each	600		
M06	Poly drums, 55 gallons	Each	300		
M07	Stericycle 1 Qrt Sharps Containers (mail back)	Each	1		
M08	Stericycle 1 Gal Sharps Containers (mail back)	Each	1		
M09	20 Cubic Yard Bins (covered/tarp)	Bins per month	36		
M10	40 Cubic Yard Bins (covered/tarp)	Bins per month	36		

D. Incidentals*

I01	Disposal Fee	actual costs	\$xxx,xxx.00	\$xxx,xxx.00
I02	Per Diem	actual costs	\$3,000.00	\$3,000.00
I03	Lab and incidental (per exhibit B, section 6) Costs	actual costs	\$3,000.00	\$3,000.00

*Contractor will be reimbursed for the actual costs as noted in I01-I03 (including applicable sales tax) without additional allowance for markup. These costs are to be substantiated by a copy of the appropriately signed invoice verifying the actual costs.

- (1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- (2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

C+D = Subtotal Cost (Column F, Page 2)

TOTAL COST (A - D Subtotals)

ATTACHMENT 2

Standard Agreement

DISTRICT XX MAINTENANCE FACILITIES

[illegible]

**SUBCONTRACTING LIST
ATTACHMENT 3**

Name	Business Address	Phone Number	Description of portion of work which will be done by each Contractor*
		()	
		()	
		()	
		()	
		()	
		()	
		()	
		()	

***List each subcontractor in accordance with the terms of this Agreement including any Disabled Veteran Business Enterprise (DVBE) subcontractors.**

***If none, bidder to write "NONE" in this space.**

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION REQUIREMENTS**

(Revision Date 02/02/2004)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state Agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The **minimum DVBE participation percentage is 3% for this solicitation.**

INTRODUCTION. The bidder/proposer must complete and document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to fully document one of the DVBE program requirement options shall be considered non-responsive and ineligible for award.**

All information submitted by the bidder/proposer to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, with this information, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and contract cancellation.

Only State of California, Office of Small Business and DVBE Certification, certified DVBEs who are domiciled in the State of California and who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Effective January 1, 2004, the certified DVBE companies must perform a **commercially useful function** to be eligible for award. The criteria and definition for performing a "**Commercially Useful Function**" are contained on page 6, entitled **Resources & Information**. Bidders and proposers are encouraged to verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

NOTE: A common error bidders/proposers make is to state that no subcontractors are needed and goals are not applicable offering that all the work can be done by the bidder/proposer with its own resources. Bidder/proposers are warned that this is **not** an option if your bid is to be deemed responsive.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder/proposer responsibilities, and requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below. Bidder/proposers are responsible for thorough review and compliance with these instructions. Complete and document your option selection on the attached form, STD. 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

NOTE: The attached STD. 840 form replaces the previously used form ADM-227S.

To meet the DVBE program requirements, bidder/proposer must complete and fully document at least one of the following compliance options:

Option A - Commitment to full DVBE participation - For a bidder/proposer who is a DVBE or who is able to meet the commitment to use certified DVBE(s) to fulfill the full DVBE participation goal.

Option B - Good Faith Effort - For a bidder/proposer documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

Option C - Business Utilization Plan - For a bidder/proposer using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and Information Technology.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidder/proposer must document DVBE participation commitment by completing and submitting the attached STD. 840. Failure to complete and submit STD. 840 (Page 1) as instructed shall render your bid non-responsive in which case the **bid may be rejected**.

Prior to the award of the Agreement, the bidder/proposer must provide a written confirmation from each DVBE that it is participating in the Agreement as provided in the bidder/proposer's STD. 840 (i.e. DVBE's bid/proposal/quote is acceptable). The written confirmation will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The written confirmations are to be attached to the STD. 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder/proposer:

- a. Commit to performing at least 3% of the Agreement's bid amount with your firm or in combination with another DVBE(s).
- b. Document DVBE participation on STD. 840 (Page 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder/proposer working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation of the DVBE(s) identified in its bid on the STD. 840. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder/proposer:

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder/proposer commits to less than the required 3% DVBE participation or its commitment may fall below 3%, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD. 840 (Page 1) and attach a copy of each DVBE's certification.
- d. Prior to Agreement award, a bidder/proposer is to submit proof of their commitment by submitting a written confirmation of each DVBE identified in its' bid's STD. 840. The Department of Transportation official will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder/proposer's submitted DVBE information. Failure to submit the written confirmation as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied **prior to bid submission** if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840, shall result in your bid being deemed non-responsive in which case the bid may be rejected. Step 3, Advertisement, is required unless specifically waived by the Department for this solicitation due to imposed time limits.

Step 1: Awarding Department (PCC §10115.2[b][1])

Contact the Department of Transportation, Civil Rights, Business Enterprise Program (BEP) by accessing its' web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights, at (916) 324-8760, or you may contact the Department's DVBE Specialist at (916) 324-8384. You may document this contact and describe the results on STD. 840 (Page 2). Be sure to include a copy of your dated response or BEP web page in your Good Faith Effort documentation to show compliance with Step 1.

Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])

STATE: Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Certification (OSDC), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the "Certified Firm Listing", the "Certified Firm Detailed Information" page(s), or the cover page of the "Directory of Certified DVBEs" to document your contact with DGS.

FEDERAL: Search the Central Contractor Registration (CCR) on-line database (previously Pro-Net) at <http://www.ccr.gov/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. All of the search options and information that existed in PRO-Net will now be found at the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the Web search page, and any other documents to document your contact with the Small Business Administration (SBA).

LOCAL: Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD. 840 (Page 2). Attach documents to support your contacts with the local organizations, indicating the date of contact, the nature of the request, and the results of the contacts. (Letters, emails, fax transmittals along with proof of submittals, are acceptable.)

Step 3: Advertisements (PCC §10115.2[b][3])

Advertisements are mandatory unless waived by the Department of Transportation.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidder/proposers must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, section 1896.61(k)), in which case one (1) ad is acceptable in lieu of the two mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Pursuant to CCR section 1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD. 840 (Page 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy of the advertisement(s) and copy of the publication affidavit(s) with your bid/proposal.

Step 4: Invitations to Participate (PCC §10115.2[b][4])

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you choose potential DVBEs subcontractors/suppliers to contact. Bidder/proposers are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Non-California-certified DVBEs are not eligible** -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the Department's solicitation. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder/proposer with responses for consideration. The State encourages bidder/proposers to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them.

HOW TO INVITE & CONTENT REQUIREMENTS: **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

WHEN: Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Section b (below), prior to your bid/proposal submission.

DOCUMENT & SUBMIT: Bidder/proposers must document the completed contacts on STD. 840 (Page 1), Section A. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid/proposal shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: Consider all responding DVBEs for Agreement participation.

CCR §1896.61 (d) "The term 'considered' as used in section 10115.2(b)(5) of the Public Contract Code means that the bidder made a bona fide effort to carry out all actions with regard to DVBEs specified in section 10115.2(b)(1-5)(except section 10115.2(b)(3) of the Public Contract Code when the awarding department has waived the advertising requirements of section 10115.2(b)(3) of the Public Contract Code in the solicitation), and reviewed DVBE responses and carefully evaluated and documented the reasons for not selecting such potential subcontractors. The bidder must consider all responding subcontractors for a specified service based upon the same information and evaluation criteria."

Consideration must be based on business needs for this Agreement and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document using STD. 840 (Page 1), Section A, any firm(s) selected for participation; or, if not selected, the reason for non-selection. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidder/proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide Agreement dollars with DVBEs -- this percentage is based on all of its Agreements in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidder/proposers choosing this option must properly complete and submit STD. 840 (Page 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive, in which case the bid may be rejected.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the Department of Transportation contracting official.** In accordance with Public Contract Code Section 10115.2(b)(3), bidder/proposers must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidder/proposers in meeting these Agreement requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database. <i>Internet contact only</i> –Database: http://www.ccr.gov/ .	FOR: Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)	FOR: List of potential DVBE subcontractors
DGS-PD Office of Small Business and DVBE Certification (OSDC) 707 Third Street, Room 400, West Sacramento, CA 95605 Website: http://www.pd.dgs.ca.gov/smbus 24-hour automated information & document requests: (916) 322-5060 Receptionist: (916) 375-4940 Fax: (916) 375-4950	FOR: <ul style="list-style-type: none"> • Directory of Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns
DGS-PD Office of Small Business and DVBE Outreach and Education 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am—5 pm: (800) 559-5529 Fax: (916) 375-4597	FOR: <ul style="list-style-type: none"> • DVBE Program Participation Requirements • DVBE Program Info. and Statewide Policy • DVBE Resource Packet • DVBE Business Utilization Plan • Small Business/DVBE Advocates

<u>ADVERTISEMENT FORMAT EXAMPLE:</u> This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words. DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to <i>DGS' IFB No. 12345 for fencing materials in Chowchilla. DVBE responses due to me 1/1/02; Bids due to the State 1/15/02.</i> Contact: <i>ABC Company</i> <i>Jane Doe, General Manager</i> <i>123 Main Street, Sacramento, CA 95814</i> voice: <i>555/555-5555</i> ; fax: <i>555/555-5556</i> or e-mail: <i>jane.doe@abcco.com</i>	Commercially Useful Function Definition California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the Agreement requirements by performing a commercially useful function. As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: <ul style="list-style-type: none"> ▪ Is responsible for the execution of a distinct element of the work of the contract. ▪ Carries out the obligation by actually performing, managing, or supervising the work involved. ▪ Performs work that is normal for its business services and functions. ▪ Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
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Substitution of Proposed DVBE

After Agreement award, the successful Contractor must use the DVBE or non-DVBE Subcontractors and/or Suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department of Transportation's (Department) Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by the Department.

At a minimum, the Contractor's substitution request must include

- a) a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use.
- b) a written description of the substitute business enterprise, include their business status as a:
 - sole proprietorship, partnership, corporation or other entity, and
 - the firm's DVBE certification status, if any.
- c) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

Prior to the approval of the prime Contractor's substitution request, the Department's Contract Manager must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Department's Contract Manager must be sent to the Department's Contracts Office. The notice must:

- a) give the reason the prime Contractor is requesting substitution of the listed Subcontractor;
- b) give the listed Subcontractor five working days to submit a written objection to the Department's Contracts Office and copies to the Department's Contract Manager;
- c) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
- d) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.

If written objections are filed by the listed Contractor, the Department's Contract's Office, will render a written decision. The Department's Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

The Department may consent to the substitution of another Subcontractor in any of the following situations:

- When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.
- When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.

- When the listed Subcontractor fails or refuses to perform his or her Subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
- When the prime Contractor demonstrates to the Department, or its duly authorized Officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
- When the Department's or its duly authorized officer or the Department's Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.

The request for substitution and the State's approval or disapproval is **not** to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act (PCC §4100 et seq.) or any other Agreement requirements relating to the substitution of Subcontractors.

Failure to adhere to the DVBE participation in the performance of the Agreement as proposed by the successful bidder/proposer may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

DVBE/Participation

For the purposes of this DVBE participation requirement, the following apply:

- a) A DVBE firm may participate as a prime Contractor, Joint Venture Partner, Subcontractor or Supplier of materials or supplies.
- b) Any bid amount proposed for DVBE participation can only be counted once. That is, any further Subcontracting or spending of DVBE designated bid amounts to another DVBE Subcontractor/Supplier will not count toward meeting the Agreement goal. Moreover, any part of a DVBE-designated bid amount for any other Subcontractor involved in the same bid (suppliers are acceptable) will not count toward meeting the Agreement goal.

Agreement Audits

Agreement audit requirements and record retention requirements are covered under provisions in the proposed form of Agreement.

Frequently Asked Questions:

Question If I am awarded the Agreement, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

Answer Yes, unless you have requested and received prior written approval in writing for substitution in writing from the Department Contract Manager.

Question What happens to bids considered non-responsive to the DVBE Participation Program requirements?

Answer Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation;
- documentation not received by the bid due date;
- mathematical error related to the percentages;
- basing goal attainment on workforce composition.

Question If I am a Disabled Veteran Business Enterprise, can I meet the Agreement goal as a single company?

Answer Yes.

Question If my submitted bid meets the Agreement goal and the State decides to make multiple awards to the bid/Agreement, could my bid be considered non-responsive?

Answer No, the State's decision to make multiple awards will not disregard bid compliance.

Question If I meet the goal, should I also complete and submit the Good Faith Effort Documentation form?

Answer Yes. If a DVBE listed for goal attainment is disqualified and the removal results in not meeting the advertised goal, failure to complete and provide the "good faith effort" documentation form will result in an automatic rejection of the bid. Some examples of disqualification are: (a) DVBE prime contractor was not certified by the solicitation due date; (b) a DVBE subcontractor was not certified by the solicitation due date; or (c) the bidder/proposer made a mathematical error resulting in failure to meet the goal.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.** Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For Agreement participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services		Estimated \$ and/or % \$	Tier %	
		<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:					
	Specific Goods and/or Services		Estimated \$ and/or % \$	Tier %		
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:					

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ➡

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

B Documentation of Good Faith Effort Steps 1, 2, and 3—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact (**optional**).

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.ccr.gov/	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

- ☐ STD. 840 included with bid
 - ☐ DVBE Written Agreement(s)
 - ☐ Designated the Commitment Option – Checked the first box
 - ☐ Listed at least one California certified DVBE subcontractor
 - ☐ Checked the box(es) for “Yes...”
 - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
 - ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
 - ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE’s participation
 - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
 - ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services
-

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD. 840 included with bid
 - ☐ Designated the GFE Option – checked the second box
 - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
 - ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
 - ☐ Attached copies of the invitations sent to the listed DVBEs
 - ☐ Invitations included the required contact information
 - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
 - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
 - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
 - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
 - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
 - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
 - ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
 - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
 - Attached a copy of the advertisement(s) and affidavit(s) of publication
 - The advertisement(s) were published at least 14 days prior to the bid date
 - The advertisement(s) included my required contact information
-

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
 - ☐ STD. 840 included with bid
 - ☐ Designated the BUP Option – Checked the third box
 - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

Information to Assist Contractors Bidding on Caltrans Projects Using Certified Disabled Veteran Business Enterprises (DVBES) for State Funded Contracts

The objective of the California Department of Transportation (Caltrans), Civil Rights, Disadvantaged Business Enterprise Program is to increase the level of participation of Disabled Veteran Business Enterprises (DVBE) on state funded highway construction. The following information will assist Contractors seeking certified DVBEs to meet the required project participation goals for contracts with Caltrans.

How To Obtain A List of Certified DVBEs On-Line from the DGS Database

The Department of General Services (DGS) Office of Small Business and Disabled Veteran Business Enterprises Certification (OSDC) administers DVBE certification and maintains a certified directory.

- Access the directory at, <http://www.pd.dgs.ca.gov/smbus/default.htm>
- Click on [Certified Firm Inquiry Services](#), located in the center of the web page. These first two steps will take you to the web page where you can exercise your options of querying DVBEs.

There are a number of options to identify DVBEs from the DGS database web site. Either the [Keyword Query](#) or [Standard Query](#) can be used to find firms by certification reference number (REF), business name, certification type, business type, Standard Industrial Classification (SIC) Code, and service area location. Following are instructions for two options to query certified DVBEs. **For assistance with specialized web site functions or to be mailed a copy of the Directory of Certified DVBEs, please call the DGS OSDC at (916) 375-4940.**

Contact Bryan Harradine at (916) 440-0511 for web or download assistance.

A "Certified Firm Listing" of DVBEs can be queried, using the following instructions:

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Find Certified Firms**, Click on [Search for certified Firms by Certification Type, Business Type, SIC Code, and/or Location](#)

Step 1 of 4 Check box for DVBE **Certification Type** and Check box for **Business Type** (select from Construction, Manufacturer, Non-manufacturer, and/or Service), click

Step 2 of 4 Scroll and hold CTRL key selecting up to 3 **Major Industry Sic Code(s)**, click

Note: This page provides a link to the U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) web page to look up a SIC code, by clicking on [Search for Standard Industrial Classification \(SIC\) code](#) Enter keyword (i.e., concrete). View it, click upper right "x" to exit link and return to Step 2 of 4, then continue.

Step 3 of 4 Hold the CTRL key, selecting multiple **Line of Business SIC Code(s)**, click

Step 4 of 4 Select either: ☐ **Statewide** or, ☐ **Use a map of California to choose a location** (If you use the map, select the District where the work is to be performed.), click

**Information to Assist Contractors Bidding on Caltrans Projects Using Certified
Disabled Veteran Business Enterprises (DVBEs) for State Funded Contracts**

A complete list, by category, can also be downloaded, using the following instructions:

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Download Certified Firm Data to Customize Your Own List**, click on [DVBE](#) (located in about the center of the web page). Use either PDF or TXT versions.
- "The PDF versions are lists that you can view and/or print. "

[Commodities](#)

[Construction](#) (Click on one of these certified listings categorized by DGS or all categories and print it)

[Services](#)

[All Categories](#)

*The **TXT version** allows manipulation of data to download to your customized list-follow web page instructions.

NOTE: Contractors are to include the results web search page (print screen) of "Certified Firm Listing", or the cover page of the "Directory of DVBEs" page with the *CALTRANS BIDDER-DVBE INFORMATION* bid documents to verify date the certification information was researched.

How To Obtain the DVBE Resource Packet

The DVBE Resources Packet was developed by DGS to assist in soliciting DVBEs. It includes a listing of approved advertising sources of trade and focus newspapers, and a listing of state, federal, and local contacts to locate DVBEs. The packet can be printed from the DGS OSDC web site located at, <http://www.pd.dgs.ca.gov/smbus/default.htm>

- In the center of the web page, under the "Outreach & Education" section, click on [DVBE Resource Packet](#) to view or print this information.